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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

Said Aly, Julio Ulloa, and Richard
Dicrescento, *on behalf of themselves and*
others similarly situated,

Plaintiffs,

-v-

Dr Pepper Snapple Group, Inc., The
American Bottling Company, and John Doe,
jointly and severally,
Defendants.

SECOND AMENDED COMPLAINT

JURY TRIAL DEMANDED

NATURE OF THE ACTION

1. Plaintiffs Said Aly, Julio Ulloa, and Richard Dicrescento ("Plaintiffs"), bring this action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et. seq.* on behalf of themselves and others similarly situated, in order to remedy Defendants' wrongful withholding of Plaintiffs' overtime compensation. Plaintiffs also bring these claims under New York Labor Law ("NYLL"), Article 6, §§ 190 *et. seq.*, as well as the supporting New York State Department of Labor Regulations for violations of overtime wages, and failure of the Defendants to comply with notice and record-keeping requirements.

2. Defendants engaged in their unlawful conduct pursuant to a corporate policy of minimizing labor costs and denying employees compensation by knowingly violating the

1 FLSA and NYLL. Defendants' conduct extended beyond the Plaintiffs to all other similarly
2 situated employees. Plaintiffs seek certification of this action as a collective action on behalf of
3 themselves individually and those other similarly situated employees and former employees of
4 Defendants pursuant to 29 U.S.C. § 216(b).

5 3. In addition, Plaintiff Said Aly brings additional causes of action against Dr
6 Pepper Snapple Group, Inc. and The American Bottling Company, jointly and severally,
7 alleging disability discrimination and retaliation pursuant to the Americans with Disabilities
8 Act of 1990 (“ADA”), 42 U.S.C. § 12101 *et seq.*, the New York State Human Rights Law
9 (“HRL”), N.Y. Executive Law, § 296 and the New York City Human Rights Law
10 (“NYCHRL”), N.Y. Admin. Code § 8–107.
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14 **JURISDICTION AND VENUE**

15 **Federal Question Jurisdiction and Supplemental Jurisdiction**

16 4. This Court has original subject matter jurisdiction over this action under 28
17 U.S.C. § 1331 because the civil action herein arises under the laws of the United States,
18 namely, the Fair Labor Standards Act and 29 U.S.C. §§ 201 *et seq.* (wage and hour claims),
19 and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* (Plaintiff Aly’s
20 discrimination claims). Additionally, this Court has supplemental jurisdiction over Plaintiffs’
21 state law claims under 28 U.S.C. §1367(a).
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24 5. All conditions precedent to filing a lawsuit under the ADA by Plaintiff Said Aly
25 have been fulfilled, as further described below.
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1 **Personal Jurisdiction**

2 6. This Court may properly maintain personal jurisdiction over Defendants under
3 Rule 4 of the Federal Rules of Civil Procedure because Defendants' contacts with this state and
4 this judicial district are sufficient for exercise of jurisdiction over Defendants so as to comply
5 with traditional notions of fair play and substantial justice.
6

7 **Venue**

8 7. Venue is proper in the Eastern District of New York under 28 U.S.C. §§ 1391
9 (b) (1) and (2) because Defendants conduct business in this judicial district and because a
10 substantial part of the acts or omissions giving rise to the claims set forth herein occurred in
11 this judicial district.
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13
14 **THE PARTIES**

15 **Plaintiffs:**

16 8. Plaintiff Said Aly ("Aly") is an adult individual residing in the state of New
17 York, County of Queens.
18

19 9. At all relevant times to Aly's discrimination claims, Aly suffered from a
20 disability as defined by the ADA, 42 USC § 12102, the HRL, N.Y. Executive Law § 292(21),
21 and the NYCHRL, N.Y. Admin. Code. § 8-102(16).
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23 10. Plaintiff Julio Ulloa ("Ulloa") is an adult individual residing in the state of New
24 York, County of Brooklyn.

25 11. Plaintiff Richard Dicrescento ("Dicrescento") is an adult individual residing in
26 the state of New York, County of Brooklyn.

27 12. During the relevant time period, Plaintiffs were covered employees within the
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1 meaning of the FLSA, 29 U.S.C. § 203(e) and the NYLL § 190, employed by Defendants, Dr
2 Pepper Snapple Group, Inc., The American Bottling Company and John Doe (collectively
3 “Defendants”) and performed work in New York.

4 13. At all relevant times, Plaintiff Aly was also a covered employee of Dr Pepper
5 Snapple Group, Inc. and The American Bottling Company, as this term is defined by the ADA,
6 42 USCA § 12111(4), and the HRL, N.Y. Executive Law § 292(6); and a “person aggrieved”
7 as defined by the NYCHRL, N.Y. Admin. Code. § 8–102(32).

8 14. Plaintiffs consented in writing to be a party to the FLSA claims in this action,
9 pursuant to 29 U.S.C. § 216(b), and their consent forms are attached hereto.

10 **Defendants:**

11 15. Dr Pepper Snapple Group, Inc. (hereinafter “Dr Pepper”) is a foreign business
12 corporation formed on November 4, 2008 which operates Snapple distribution centers
13 nationwide including New York, located at 212 Wolcott Street, Brooklyn, NY 11231.

14 16. According to its own website, Dr Pepper is "the No. 1 flavored carbonated soft
15 drink (CSD) company in the Americas" and "serves consumers throughout North America."
16 See <https://www.drpeppersnapplegroup.com/company/operations> (last accessed 7/18/2018).

17 17. The Apple soda named "Snapple" was "created" by "three New York-area
18 health food store owners [who] began selling the original Snapple in health clubs in 1973." See
19 <https://www.drpeppersnapplegroup.com/company/history> (last accessed 7/25/2018).

20 18. Furthermore, "[o]n May 7, 2008, DPS became a stand-alone, publicly traded
21 company on the New York Stock Exchange". *Id.*

22 19. Upon information and belief, Dr Pepper, through its New York distribution
23 centers, transacts substantial business in New York, employs thousands of employees in New
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1 York, including Plaintiffs, and supplies products to multiple New York enterprises, thereby
2 deriving significant profits in the State of New York.

3 20. The American Bottling Company is a foreign business corporation organized
4 and existing under the laws of the state of Delaware. On April 1, 2010, the American Bottling
5 Company designated the New York Secretary of State as an agent of the corporation upon
6 whom process against it may be served in New York.

7
8 21. According to its online profile at Bloomberg.com, The American Bottling
9 Company "operates as a subsidiary of Dr Pepper Snapple Group, Inc." and "manufactures,
10 markets, and distributes beverages across the United States, Canada, Mexico, and the
11 Caribbean" including Dr. Pepper and Snapple beverages. *See*
12 <https://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapid=51175771> (last
13 accessed 7/18/2018).

14
15 22. Upon information and belief, at all relevant times, The American Bottling
16 Company employed more than 500 employees in each of 20 or more calendar weeks during
17 Plaintiffs' employment.

18
19 23. At all relevant times, Defendants Dr Pepper and the American Bottling
20 Company, both individually and collectively, maintained control, oversight, and direction over
21 the Plaintiffs, including timekeeping, payroll and other employment practices that applied to
22 them. *See* annexed hereto as **Exhibit A**, employment offer to Plaintiff Julio Ulloa by Dr
23 Pepper; and annexed hereto as **Exhibit B**, various paystubs issued to Plaintiff Said Aly from
24 Dr Pepper Snapple Group, Inc. and The American Bottling Company.

25
26 24. Upon information and belief, all collective action members received similar
27 employment offers and similar paystubs from Dr Pepper and the American Bottling Company.
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1 25. John Doe ("Doe") was, at all relevant times throughout Plaintiffs' employment,
2 owner, principal, authorized operator, manager, shareholder and/or agent of the Corporate
3 Defendants.

4 26. At all relevant times throughout Plaintiffs' employment, Doe had the
5 discretionary power to create and enforce personnel decisions on behalf of the Corporate
6 Defendants, including but not limited to: hiring and terminating employees; setting and
7 authorizing issuance of wages; maintaining employee records; setting employees' schedules;
8 instructing, supervising and training employees; and otherwise controlling the terms and
9 conditions for the Plaintiffs while they were employed by Defendants.
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11 27. Upon information and belief, Doe set and/or approved the Corporate
12 Defendants' payroll policies, including the unlawful practices complained of herein.
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14 28. Doe actively participated in the day-to-day operations of the Corporate
15 Defendants and is a "covered employer" within the meaning of the FLSA, 29 U.S.C. § 203(d)
16 and regulations thereunder, 29 C.F.R. § 791.2, and the NYLL § 2, and is jointly and severally
17 liable, in his individual capacity, for the unpaid wages and other damages sought herein.
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19 29. Upon information and belief, Doe frequently travels in New York to transact
20 business on behalf of the Corporate Defendants and to manage Corporate Defendants and
21 personally derives substantial income from the New York locations of Corporate Defendants.
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23 30. At all relevant times, Defendants were employers engaged in interstate
24 commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29
25 U.S.C. §§ 206(a) and 207(a). At all relevant times, Defendants employed, and/or continue to
26 employ, Plaintiffs and each of the Collective Action members within the meaning of the FLSA.
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28 31. At all relevant times, Plaintiffs were employed by Defendants within the

1 meaning of the NYLL §§ 2 and 651.

2 32. At all relevant times, Corporate Defendants were also Plaintiff Aly's
3 "employer" as the term is defined by the ADA, 42 USCA § 12111(5), the HRL, N.Y.
4 Executive Law § 292(5), and the NYCHRL, N.Y. Admin. Code § 8-102(5), and engaged in an
5 "industry affecting commerce" as the term is defined by 42 USCA § 12111(5)(A) and 42
6 USCA § 2000e(h).

7 33. Upon information and belief, at all relevant times, Corporate Defendants'
8 annual gross volume of sales made, or business done, was not less than Five Hundred
9 Thousand Dollars (\$500,000.00) exclusive of separate retail excise taxes, within the meaning
10 of the FLSA, 29 U.S.C. § 203(s)(1)(A)(ii), both individually and collectively.

11 34. At all relevant times, the Corporate Defendants used goods and materials
12 produced in interstate commerce, and have employed two or more individuals who handled
13 these goods and materials.

14 **FACTUAL ALLEGATIONS**

15 **Plaintiffs' Work for Defendants**

16 35. Plaintiffs were formerly employed by Defendants, Dr Pepper Snapple Group,
17 Inc., The American Bottling Company, and John Doe (collectively "Defendants") ostensibly as
18 Territory Sales Specialists ("TSS").

19 36. As TSS, Plaintiffs' formal duties included reaching out to supermarkets and
20 grocery stores to promote brand awareness, opening new accounts, and selling Snapple
21 products. However, despite their formal job title, in reality, brand awareness and sales were not
22 Plaintiffs' primary duty. Instead, Plaintiffs were required to spend the majority of their time
23 doing manual jobs such as placing Snapple products on supermarket shelves, cleaning
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1 refrigerators and carrying boxes of product.

2 37. In fact, so heavy was the manual labor performed by Plaintiffs that they
3 frequently suffered physical injuries during the course of their employment, including blade
4 cuts, knee pain, pulled muscles, and back injuries. *See* e.g. documentation of knee injury
5 suffered by Plaintiff Said Aly during the course of his employment, which was reported to
6 Defendants, annexed hereto as **Exhibit C**.

7
8 38. Plaintiffs regularly handled goods in interstate commerce throughout the course
9 of their employment with Defendants, such as Snapple products, manufactured in Texas and
10 distributed throughout the United States.

11
12 39. Throughout the duration of their employment, Plaintiffs did not have any
13 supervisory authority nor did they exercise discretion or independent judgment with respect to
14 matters of significance.

15 40. Plaintiffs never had any managerial duties, such as hiring and firing employees,
16 doing payroll and setting employees' hours of work.

17
18 41. Plaintiffs were provided with company vehicles which they used to transport
19 Snapple products to and from the company's warehouse, located at 212 Wolcott Street,
20 Brooklyn, NY 11231. Plaintiffs were required to attend this warehouse on a daily basis.

21 42. Throughout the course of their employment, Plaintiffs consistently worked in
22 excess of forty (40) hours per week. However, Plaintiffs were paid a set salary for eighty
23 hours bi-weekly regardless of the number of hours they actually worked.

24
25 43. In particular, Plaintiffs were offered an annual salary of Thirty-Five Thousand
26 Dollars (\$35,000.00) to be paid in bi-weekly installments. *See* **Exhibit A**, employment offer to
27 Julio Ulloa. Their salary was increased by approximately 2-3% each year and was always paid
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1 in bi-weekly installments.

2 44. Plaintiffs also had to spend significant amounts of money out of pocket in gas
3 when using the company vehicle, which they were not fully reimbursed for. This caused their
4 net income to fall below the amounts described above.

5 45. Plaintiffs were not paid at all for their hours of work in excess of 40 hours per
6 week. This was reflected in their paystubs that had a standard number of (80) hours bi-weekly.
7
8 See **Exhibit B**, sample of paystubs by Said Aly.

9 46. Plaintiff Said Aly was employed by Defendants from in or around February
10 2014 to May 2018.

11 47. During the period of his employment with Defendants, Aly typically worked
12 five (5) days per week, from Monday to Friday, from 6:00 a.m. to 4:00 p.m. or sometime even
13 later, depending on the amount of work assigned that day. In the last year of his employment
14 Aly also worked on Saturdays from 7:00a.m. to 4:00p.m. Aly never took meal breaks, or any
15 other breaks, during the workday, apart from Fridays when Aly would typically take a one
16 hour break.
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19 48. Accordingly, Aly worked approximately 49 hours, or more, per week,
20 throughout the first three years of his employment, and approximately 58 hours per week,
21 during the last year of his employment.

22 49. Throughout his employment with Defendants, Aly was compensated for the first
23 40 hours of work per week, but was not compensated at all for his overtime hours. Initially, in
24 the months of February 2014 to May 2014, Aly was given commission for the new accounts he
25 opened for the company, however he was not given any commission following the first four
26 months.
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1 50. On March 29, 2018, Aly suffered a workplace injury to his lower-back after
2 being instructed to lift a heavy box during the course of his employment, which subsequently
3 resulted in chronic back pain. On April 25, 2018, Aly suffered another injury while performing
4 work for the Defendants, this time to his knee.

5 51. Both of these incidents were reported to Human Resources. Documentation to
6 the HR regarding the second injury is annexed hereto as **Exhibit C**.

7 52. As a result of these injuries, Plaintiff was rendered unable to perform major life
8 activities such as performing manual tasks, lifting, and bending.

9 53. Nevertheless, despite his injuries, Aly could still perform all the functions of a
10 Territory Sales Specialist, which, purportedly, was the position he was hired for.

11 54. On May 1, 2018, a district manager, known to Aly as “Dennis”, asked him to
12 carry heavy boxes with cardboard racks from the warehouse in Maspeth, Queens to Brooklyn.
13 Aly informed Dennis that due to his recent injuries, he could not lift heavy boxes. Aly was
14 instructed to speak with the branch manager.

15 55. Aly proceeded to explain to the branch manager, an individual known to Aly as
16 “Chris”, that due to recent injuries in his back and knee, he could not lift heavy boxes. In
17 response, Aly was told by the branch manager: “If you don’t like it, go home.”

18 56. Aly immediately called Human Resources and reported the incident. HR told
19 Aly that they would investigate the matter and get back to him.

20 57. On May 3, 2018, HR suspended Aly’s employment by phone, and on May 7,
21 2018, HR fired him also by phone. Annexed hereto as **Exhibit D** are Aly’s phone records
22 showing calls to and from HR.

23 58. Contrary to their representations, HR never “investigated” Aly’s allegations.
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1 Instead, they retaliated against Aly for reporting discriminatory conduct by suspending and
2 then terminating his employment.

3 59. On June 21, 2018, Plaintiff Aly timely submitted a Charge of Discrimination
4 with the US Equal Employment Opportunity Commission ("EEOC") against Corporate
5 Defendants Dr. Pepper and The American Bottling Company. On August 7, 2018, Plaintiff
6 Aly, through his attorneys, received a right to sue letter with respect to each corporate
7 Defendant, with each letter stating that the EEOC's investigation "will not be concluded within
8 180 days." See **Exhibit E**. This action is now being filed within 90 days of Plaintiffs' receipt of
9 the Notice of Right to Sue.
10

11 60. Plaintiff Julio Ulloa was employed by Defendants from in or around November
12 2014 to July 2017.
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14 61. During the period of his employment with Defendants, Ulloa typically worked
15 five (5) days per week, from Monday to Friday, approximately from 7:15 a.m. to 5:30 p.m.
16 Ulloa did not take any breaks, including any meal breaks, during the workday.
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18 62. Accordingly, Ulloa worked approximately 51 hours, per week, throughout his
19 employment with the Defendants.

20 63. Throughout his employment with Defendants, Ulloa was compensated for the
21 first 40 hours of work per week, but was not compensated at all for his overtime hours.
22 Initially, from November 2014 to May 2015, Ulloa was given commissions for the new
23 accounts he opened for the Defendants, however he was not given any commission after the
24 first six months.
25

26 64. Plaintiff Richard Dicrescento was employed by Defendants from in or around
27 February 2014 to May 2017.
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1 65. During the period of his employment with Defendants, Dicrescento typically
2 worked five (5) days per week, from Monday to Friday, from 7:00 a.m. to 5:00 p.m.
3 Dicrescento did not take any breaks, including any meal breaks, during the workday.

4 66. Accordingly, Dicrescento worked approximately fifty (50) hours per week,
5 throughout his employment with the Defendants.

6 67. Throughout his employment with Defendants, Dicrescento was compensated for
7 the first 40 hours of work per week, but was not compensated at all for his overtime hours.
8 Initially, Dicrescento was given commission for new accounts he opened for the Defendants,
9 however he was not given any commission after the first two years of his employment.
10

11 **Defendants' Unlawful Corporate Practices**
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13 68. Defendants repeatedly suffered or permitted Plaintiffs to work in excess of forty
14 (40) hours per week without paying them the appropriate premium overtime pay of one and
15 one-half times their regular rate of pay.

16 69. Upon information and belief, Defendants' misclassified Plaintiffs as "Territory
17 Sales Specialists" in an attempt to evade the FLSA's and NYLL's overtime requirements, when
18 in fact, "sales" was not Plaintiff's primary duty.

19 70. Defendants also willfully misrepresented Plaintiffs' actual number of hours
20 worked in their pay stubs and put a fictional number of "80" hours bi-weekly to further avoid
21 their obligations under the law.
22

23 71. Defendants willfully disregarded and purposefully evaded recordkeeping
24 requirements of the FLSA and NYLL by failing to maintain accurate and complete timesheets
25 and payroll records. Defendants did not implement *any* procedure to keep track of Plaintiffs'
26 hours work or the hours of work of other employees.
27
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1 72. Plaintiffs were never provided with accurate wage statements showing their entire
2 amount of hours worked for Defendants in any given week of their employment.

3 73. Plaintiffs were not provided with proper wage notices at the time of hire and by
4 February 1 of each year.

5 74. Upon information and belief, while Defendants employed Plaintiffs, they failed
6 to post notices explaining the minimum and overtime wage rights of employees under the
7 FLSA and NYLL and failed to inform Plaintiffs of such rights.

8 75. Upon information and belief, Defendants also failed to post notices explaining
9 employees' rights pursuant to the ADA, the HRL, and the NYCHRL.

10 76. Plaintiffs were not provided with statutorily required meal breaks during their
11 shifts.
12

13 77. Plaintiffs have personal knowledge of other employees of Defendants who are
14 similarly situated and who also worked hours for which they were not paid overtime wages.
15

16 78. Defendants Dr. Pepper and The American Bottling Company discriminated
17 against Plaintiff Aly by requiring him to perform certain manual tasks that they knew that he
18 could not perform due to his disability, and failed to reasonably accommodate him when
19 informing them of such injuries.
20

21 79. Defendants Dr. Pepper and The American Bottling Company retaliated against
22 Plaintiff Aly by suspending him and terminating his employment because he complained about
23 disability discrimination.
24

25
26 **Defendants were joint employers of Plaintiffs and/or a single integrated employer**

27 80. At all relevant times, Individual and Corporate Defendants were joint employers
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1 of Plaintiffs, acted in the interest of each other with respect to Plaintiffs' and other employees'
2 remuneration, and had common policies and practices as to wages and hours, pursuant to 29
3 C.F.R. § 791.2 and NYLL § 2. Factors indicating joint employment include:

- 4 a. Corporate Defendants all suffered or permitted Plaintiffs to work.
- 5 b. Each of the Defendants acted directly or indirectly in the interest of one another
6 in relation to Plaintiffs and similarly situated employees.
- 7 c. Defendants each have an economic interest in the locations in which Plaintiffs
8 and similarly situated employees worked.
- 9 d. Defendants all simultaneously benefitted from Plaintiffs' work.
- 10 e. Defendants each had either functional and/or formal control over the terms and
11 conditions of work of Plaintiffs and similarly situated employees.
- 12 f. Plaintiffs and similarly situated employees performed work integral to each
13 Corporate Defendant's operation.

14 81. In the alternative, all Defendants functioned together as a single integrated
15 employer of Plaintiffs within the meaning of the FLSA and NYLL.

16 82. Upon information and belief, Corporate Defendants Dr Pepper and The
17 American Bottling Company are related entities and operate together as a single integrated
18 enterprise. Specifically, both are owned, managed, and operated by the same core team of
19 individuals.

20 83. The operations of the two corporations are intermingled and they employ the
21 same personnel, including the Plaintiffs in this action. Upon information and belief, managers
22 and supervisors of each Corporate Defendant were considered, accounted for and publicly held
23 out themselves as managers and supervisors of both Corporate Defendants.

1 84. Accordingly, all non-exempt employees working at any one Corporate Defendant at
 2 a particular instance were simultaneously considered and accounted for as employees of both
 3 Corporate Defendants collectively.

4 85. Upon information and belief, both Corporate Defendants operated under an
 5 agreement whereby they would treat all their employees, including Plaintiffs, as a pool of workers
 6 available to all of them.

7 **COLLECTIVE ACTION ALLEGATIONS**

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 9 86. Pursuant to 29 U.S.C. §§ 203, 207, and 216(b), Plaintiffs bring their First cause
 10 of action as a collective action under the FLSA on behalf of themselves and the following
 11 collective:

12 All persons employed by Defendants at any time from July 26,
 13 2015 to the present day (the “Collective Action Period”) who
 14 worked as territory sales specialist workers, and other non-exempt
 15 employees of the Defendants (the “Collective Action Members”).
 16

17 87. A collective action is appropriate in these circumstances because Plaintiffs and
 18 the Collective Action Members are similarly situated, in that they were all subject to
 19 Defendants' illegal policies of failing to pay overtime wage for all hours worked above 40
 20 hours per week.
 21

22 88. Plaintiffs and the Collective Action Members have substantially similar job
 23 duties and are paid pursuant to a similar, if not the same, payment structure.
 24

25 89. The claims of the Plaintiffs stated herein are similar to those of the other
 26 employees.
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FIRST CAUSE OF ACTION

**Fair Labor Standards Act – Unpaid Overtime Wages
(Brought on Behalf of all Plaintiffs and the Collective Action Members against all Defendants)**

90. Plaintiffs, on behalf of themselves and the Collective Action Members, reallege and incorporate by reference all allegations made in all preceding paragraphs as if fully set forth herein.

91. Defendants failed to pay Plaintiffs and the Collective Action Members overtime wages for all hours worked above 40 hours per week thereby violating the FLSA, 29 U.S.C. § 207(a)(1).

92. Defendants' unlawful conduct, as described in this Complaint, has been willful and intentional. Defendants were aware, or should have been aware, that the practices described in this Complaint were unlawful. Accordingly, a three-year statute of limitations applies pursuant to 29 U.S.C. § 255(a).

93. As a result of the Defendants' violations of the FLSA, Plaintiffs and the Collective Action Members have been deprived of overtime compensation and other wages in amounts to be determined at trial, and are thus entitled to recovery of such amounts, liquidated damages, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216 (b).

SECOND CAUSE OF ACTION

**New York Labor Law – Unpaid Overtime Wages
(Brought on behalf of all Plaintiffs against all Defendants)**

94. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

FOURTH CAUSE OF ACTION

**New York Labor Law – Failure to Provide Notice at Time of Hiring
(Brought on behalf of all Plaintiffs against all Defendants)**

101. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

102. Defendants failed to provide Plaintiffs at the time of hiring or at any point thereafter, a notice in their primary language containing, *inter alia*, their regular hourly rate and overtime rate of pay, and the regular pay day designated by the employer, in violation of NYLL § 195(1).

103. Due to Defendants' violations of the NYLL § 195(1), Plaintiffs are entitled to recover from Defendants statutory damages of Fifty dollars (\$50) per workday that the violation occurred, up to a maximum of Five Thousand Dollars (\$5,000) pursuant to NYLL § 198 (1-b).

FIFTH CAUSE OF ACTION

**ADA - Disability Discrimination
(Brought by Plaintiff Said Aly against Defendants Dr. Pepper Snapple Group,
Inc. and The American Bottling Company)**

104. Plaintiff Said Aly realleges and incorporates by reference all allegations in all preceding paragraphs.

105. Plaintiff Aly, at the time period of alleged discrimination, suffered from a disability as defined by 42 USC § 12102, which substantially limited multiple major life activities such as performing manual tasks, lifting, and bending.

106. Nevertheless, Plaintiff Aly was qualified to perform the essential functions of his job, with or without reasonable accommodation, which, according to his employment contract,

1 were those of a Territory Sales Specialist, not those of a merchandizer. As such, he was a
2 “qualified individual” as defined by 42 USCA § 12111(8).

3 107. Plaintiff Aly suffered discrimination on the basis of his disability when two of
4 his supervisors insisted that he perform certain manual tasks; namely carrying heavy boxes with
5 cardboard racks from one warehouse to another, that were impossible for Aly due to his
6 disability, and failed to provide reasonable accommodations, in violation of 42 USCA §§
7 12112(a) and 12112(b)(5)(A).
8

9 108. As an example, a reasonable accommodation could have been to have a
10 merchandiser carry the boxes. Indeed, Corporate Defendants employed multiple merchandisers,
11 specifically for this reason, so this would not have caused undue hardship to them.
12

13 109. When Aly complained about his supervisor’s behavior, he suffered an adverse
14 employment action by being told, essentially, to either do what was instructed, or “go home,”
15 thus placing his job in jeopardy, in further violation of 42 USCA §§ 12112(a) and
16 12112(b)(5)(A).
17

18 110. Defendants' discriminatory conduct was intentional and exhibited complete
19 disregard for Plaintiff Aly’s rights under the ADA. Accordingly, punitive damages are
20 appropriate.
21

22 111. As result of the aforementioned conduct, Plaintiff Aly suffered, and continues to
23 suffer, loss of past and future wages and benefits, mental anguish, and other monetary damages
24 connected with Defendant's aforementioned violations.

25 112. Due to Defendants' discrimination of Plaintiff Aly, he is entitled to recovery of
26 back wages, front wages, prejudgment interest, damages for emotional distress, punitive
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1 damages, attorney's fees, costs, and other such damages of an amount to be determined at trial,
2 pursuant to 42 USCA § 12117(a), 42 U.S.C. § 2000e-5 and 42 U.S.C.A. § 1981a.

3 **SIXTH CAUSE OF ACTION**

4 **ADA - Retaliation**

5 **(Brought by Plaintiff Said Aly against Defendants Dr. Pepper Snapple Group, Inc.**
6 **and The American Bottling Company)**

7 113. Plaintiff Said Aly realleges and incorporates by reference all allegations in all
8 preceding paragraphs.

9 114. Plaintiff Aly engaged in protected activity by formally complaining to Human
10 Resources about Defendants' discrimination and failure to accommodate.

11 115. In retaliation of opposing Defendants' discriminatory practices, HR suspended
12 and, subsequently, terminated, Plaintiff Aly's employment a few days later in violation of 42
13 USCA § 12203(a).

14 116. Due to Defendants' retaliation against Plaintiff Aly, he is entitled to recovery of
15 back wages, front wages, prejudgment interest, damages for emotional distress, punitive
16 damages, attorney's fees, costs, and other such damages of an amount to be determined at trial,
17 pursuant to 42 USCA § 12203(c), 42 U.S.C. § 2000e-5 and 42 U.S.C.A. § 1981a.

18 **SEVENTH CAUSE OF ACTION**

19 **HRL - Disability Discrimination**

20 **(Brought by Plaintiff Said Aly against Defendants Dr. Pepper Snapple Group,**
21 **Inc. and The American Bottling Company)**

22 117. Plaintiff Said Aly realleges and incorporates by reference all allegations in all
23 preceding paragraphs.
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1 118. Plaintiff Aly, at the time period of alleged discrimination, suffered from a
2 disability as that term is defined by the HRL, N.Y. Executive Law § 292(21), which prevented
3 Aly from exercising “normal bodily functions” such as manual work, lifting, and bending.

4 119. Nevertheless, Plaintiff Aly could perform the activities involved in the job that
5 he held, with or without reasonable accommodation, which, according to his employment
6 contract, were those of a Territory Sales Specialist, not those of a merchandizer.

7 120. Plaintiff Aly suffered discrimination on the basis of his disability when two of
8 his supervisors insisted that he perform certain manual tasks, namely carrying heavy boxes with
9 cardboard racks from one warehouse to another, that were impossible for Aly due to his
10 disability, and failed to provide reasonable accommodations, in violation of N.Y. Executive
11 Law §§ 296(1)(a) and 296(3)(a).
12

13 121. As an example, a reasonable accommodation could have been to have a
14 merchandiser carry the boxes. Indeed, Corporate Defendants employed multiple merchandisers,
15 specifically for this reason, so would not have caused undue hardship to them.
16

17 122. When Aly complained about his supervisor’s behavior, he suffered an adverse
18 employment action by being told, essentially, to either do what was instructed, or “go home,”
19 thus placing his job in jeopardy, in further violation of N.Y. Executive Law §§ 296(1)(a) and
20 296(3)(a).
21

22 123. As result of the aforementioned conduct, Plaintiff Aly suffered, and continues to
23 suffer, loss of past and future wages and benefits, mental anguish, and other monetary damages
24 connected with Defendant's aforementioned violations.
25

26 124. Due to Defendants' discrimination of Plaintiff Aly, he is entitled to recovery of
27 back wages, front wages, prejudgment interest, damages for emotional distress, and other such
28

1 damages of an amount to be determined at trial, pursuant to N.Y. Executive Law § 297(9) and
2 (10).

3 **EIGHTH CAUSE OF ACTION**

4 **HRL - Retaliation**

5 **(Brought by Plaintiff Said Aly against Defendants Dr. Pepper Snapple Group, Inc.
6 and The American Bottling Company)**

7 125. Plaintiff Said Aly realleges and incorporates by reference all allegations in all
8 preceding paragraphs.

9 126. Plaintiff Aly engaged in protected activity by formally complaining to Human
10 Resources about Defendants' discrimination and failure to accommodate.

11 127. In retaliation of opposing Defendants' discriminatory practices, HR suspended
12 and, subsequently, terminated, Plaintiff Aly's employment a few days later in violation of N.Y.
13 Executive Law §§ 296(1)(e) and 296(7).

14 128. Due to Defendants' retaliation against Plaintiff Aly, he is entitled to recovery of
15 back wages, front wages, prejudgment interest, damages for emotional distress, punitive
16 damages, and other such damages of an amount to be determined at trial, pursuant to N.Y.
17 Executive Law § 297(9) and (10).
18
19

20 **NINTH CAUSE OF ACTION**

21 **NYCHRL - Disability Discrimination**

22 **(Brought by Plaintiff Said Aly against Defendants Dr. Pepper Snapple Group,
23 Inc. and The American Bottling Company)**

24 129. Plaintiff Said Aly realleges and incorporates by reference all allegations in all
25 preceding paragraphs.
26
27
28

1 130. Plaintiff Aly, at the time period of alleged discrimination, suffered from a
2 disability as that term is defined by the N.Y. Admin. Code. § 8–102(16), namely a physical
3 impairment which prevented Aly from performing manual labor such as lifting and bending.

4 131. Plaintiff Aly was qualified to perform the essential requisite functions of his job,
5 with or without reasonable accommodation, which, according to his employment contract, were
6 those of a Territory Sales Specialist, not those of a merchandizer.

7 132. Plaintiff Aly suffered discrimination on the basis of his disability when two of
8 his supervisors insisted that he perform certain manual tasks, namely carrying heavy boxes with
9 cardboard racks from one warehouse to another, that were impossible for Aly due to his
10 disability, and failed to provide reasonable accommodations, in violation of N.Y. Admin. Code.
11 §§ 8–107(1)(a) and 8–107(15).
12

13 133. As an example, a reasonable accommodation could have been to have a
14 merchandiser carry the boxes. Indeed, Corporate Defendants employed multiple merchandisers,
15 specifically for this reason, so this would not have caused undue hardship to them.
16

17 134. When Aly complained about his supervisor’s behavior, he suffered an adverse
18 employment action by being told, essentially, to either do what was instructed, or “go home,”
19 thus placing his job in jeopardy, in further violation of N.Y. Admin. Code. §§ 8–107(1)(a) and
20 8–107(15).
21

22 135. As result of the aforementioned conduct, Plaintiff Aly suffered, and continues to
23 suffer, loss of past and future wages and benefits, mental anguish, and other monetary damages
24 connected with Defendant's aforementioned violations.
25

26 136. Due to Defendants' discrimination of Plaintiff Aly, he is entitled to recovery of
27 back wages, front wages, prejudgment interest, damages for emotional distress, punitive
28

1 damages, attorney's fees, costs, and other such damages of an amount to be determined at trial,
 2 pursuant to N.Y. Admin. Code §§ 8-502(a) and (g).

3 **TENTH CAUSE OF ACTION**

4 **NYCHRL - Retaliation** 5 **(Brought by Plaintiff Said Aly against Defendants Dr. Pepper Snapple Group, Inc.** 6 **and The American Bottling Company)**

7 137. Plaintiff Said Aly realleges and incorporates by reference all allegations in all
 8 preceding paragraphs.

9 138. Plaintiff Aly engaged in protected activity by formally complaining to Human
 10 Resources about Defendants' discrimination and failure to accommodate.

11 139. In retaliation for opposing Defendants' discriminatory practices, HR suspended
 12 and, subsequently, terminated, Plaintiff Aly's employment a few days later in violation of N.Y.
 13 Admin. Code. § 8-107(7).

14 140. Due to Defendants' retaliation against Plaintiff Aly, he is entitled to recovery of
 15 back wages, front wages, prejudgment interest, damages for emotional distress, punitive
 16 damages, attorney's fees, costs, and other such damages of an amount to be determined at trial,
 17 pursuant to N.Y. Admin. Code §§ 8-502(a) and (g).
 18
 19

20 **DEMAND FOR TRIAL BY JURY**

21 141. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs
 22 demand a trial by jury of all issues so triable in this action.
 23

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiffs seek the following relief:

26 A. Designating this action as a collective action and authorizing prompt issuance of
 27 notice pursuant to 29 U.S.C. § 216(b) to all putative collective action members, apprising them
 28

1 of the pendency of this action, and permitting them promptly to file consents to be Plaintiff in
2 the FLSA claims in this action;

3 B. Issuance of a declaratory judgment that the practices complained of in this
4 complaint are unlawful under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, New
5 York Labor Law, Article 6, §§ 190 *et seq.*, and supporting New York State Department of
6 Labor regulations, the ADA, 42 U.S.C. § 12101 *et seq.*, the New York Executive Law § 296,
7 and the N.Y. Administrative Code. § 8–107;

9 C. Unpaid overtime wages under the FLSA and an additional and equal amount as
10 liquidated damages pursuant to 29 U.S.C. § 216(b) and the supporting United States
11 Department of Labor regulations;

12 D. Unpaid overtime wages under the NYLL, and an additional and equal amount as
13 liquidated damages pursuant to NYLL §198(1-a) and § 663(1);

14 E. Civil penalties of One Thousand One Hundred Dollars (\$1,100.00) for each of
15 Defendants' willful and repeated violations of the FLSA pursuant to 29 U.S.C. § 216(b);

16 F. A permanent injunction requiring Defendants to pay all statutorily required
17 wages pursuant to the FLSA and NYLL;

18 G. If liquidated damages pursuant to FLSA, 29 U.S.C. § 216(b) are not awarded,
19 an award of pre-judgment interest pursuant to 28 U.S.C. § 1961;

20 H. An award of statutory damages for Defendants' failure to provide Plaintiffs with
21 wage notices at the time of their respective hiring, or at any point thereafter, pursuant to NYLL
22 § 198 (1-b);

23 I. An award of statutory damages for Defendants' failure to provide Plaintiffs with
24 accurate wage statements pursuant to NYLL § 198 (1-d);
25
26
27
28

1 J. An award of back wages, front wages, damages for emotional distress, and
2 punitive damages, for Corporate Defendants' discrimination and retaliation against Plaintiff
3 Aly, pursuant to 42 USCA § 12117(a), 42 U.S.C. § 2000e-5 and 42 U.S.C.A. § 1981a;

4 K. An award of back wages, front wages, and damages for emotional distress, for
5 Corporate Defendants' discrimination and retaliation against Plaintiff Aly, pursuant to N.Y.
6 Executive Law § 297(9);

8 L. An award of back wages, front wages, damages for emotional distress, and
9 punitive damages for Corporate Defendants' discrimination and retaliation against Plaintiff Aly,
10 pursuant to N.Y. Admin. Code. § 8-502(a);

11 M. Enjoining Defendants from further discrimination or retaliation against Plaintiff
12 Aly;

14 N. An award of pre-judgment interest of nine per cent per annum (9%) pursuant to
15 the New York Civil Practice Law and Rules §§ 5001-5004;

16 O. An award of post-judgment interest pursuant to 28 U.S.C. § 1961 and/or the
17 New York Civil Practice Law and Rules § 5003;

19 P. An award of attorney's fees, costs, and further expenses up to Fifty Dollars
20 (\$50.00), pursuant to 29 U.S.C. § 216(b), and NYLL §§ 198 and 663(1);

21 Q. An award of attorney's fees and costs, with respect to Plaintiff Aly's
22 discrimination and retaliation claims, pursuant to 42 USCA § 2000e-5(k); and N.Y. Admin.
23 Code § 8-502(g);

25 R. Such other relief as this Court shall deem just and proper.
26
27
28

1 Dated: New York, New York
2 November 26, 2018
3
4
5

6 Respectfully submitted,
7 **PARDALIS & NOHAVICKA, LLP**

8 By: /s/Ariadne Panagopoulou
9 Ariadne Panagopoulou (AP-2202)
10 *Attorneys for Plaintiffs*
11 950 Third Avenue, 25th Floor
12 New York, New York 10022
13 Tel: 718.777.0400 | Fax: 718.777.0599
14 Email: ari@pnlawyers.com
15
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NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. 216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against SNAPPLE and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. Section 216(b). I hereby designate Pardalis & Nohavicka LLP to represent me in such a lawsuit.

Dated: 5/15/2018

New York, New York

A handwritten signature in black ink, appearing to read "SAID ALY", is written over a horizontal line.

Signature

SAID ALY

Print Name

31-45 CRESCENT STREET APT 1A - ASTORIA, NY 11106

Address

646-344-0138

Telephone

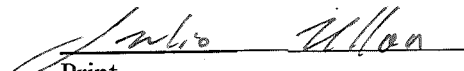
NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. §216(b)


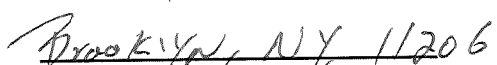
FAIR LABOR STANDARDS ACT CONSENT FORM


I consent to be a party plaintiff in a lawsuit against **Dr. Pepper Snapple Group, Inc.**, and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. section § 216(b) and New York Labor Law. I hereby designate **Pardalis & Nohavicka LLP** to represent me in such a lawsuit.

Dated: 6/1/2018


Signature


Print



Address


Telephone

NOTICE OF CONSENT TO JOIN, PURSUANT TO 29 U.S.C. 216(b)

FAIR LABOR STANDARDS ACT CONSENT FORM

I consent to be a party plaintiff in a lawsuit against **Dr. Pepper Snapple Group** and/or related entities and individuals in order to seek redress for violations of Fair Labor Standards Act, pursuant to 29 U.S.C. Section 216(b). I hereby designate Pardalis & Nohavicka LLP to represent me in such a lawsuit.

Dated: June 13, 2018

New York, New York



Signature

Richard Dicrescento

Print Name

1761 E 36th Street Brooklyn, NY 11234

Address

718-376-2281

Telephone

EXHIBIT A



November 4, 2014

Julio Ulloa
621 Park ave 4b
Brooklyn, New York 11206

Dear Julio,

At Dr Pepper Snapple Group (DPS), we're on a mission to Be The Best Beverage Business in the Americas. We hope you'll join our team as we take ACTION to make our vision a reality and accept our offer to join the organization in the role of Territory Sales Specialist.

Upon joining us, you'll dive into a results-oriented environment that provides the opportunity to contribute to our company's success while developing and being recognized for your unique skills and capabilities. We ask each of our team members to drive toward their goals with passion and expect that your performance and contribution to the company will be in accordance with Dr Pepper Snapple Group's high standards for integrity, teamwork, and quality service to our customers.

The details of this offer are outlined below and we ask that all compensation matters be kept confidential. Please indicate your acceptance of this offer by signing this letter and returning a copy to me via email or by fax at 708-562-4754 within 3 business days.

Title: Territory Sales Specialist

Tentative Start Date: November 24, 2014

Job Type: Full-time

Reporting to: Valentino Simoni

Location: United States>New York>Brooklyn>10BS – Brooklyn

Position Band: The position has been evaluated as a Broadband BB08 in our Compensation Structure.

Base Salary: Your Yearly base salary of \$35,000.00 will be paid in bi-weekly installments, consistent with the payroll schedule in place for all active employees. Any merit increase will be based upon evaluation of overall performance against your position accountabilities and objectives. Please note that by stating your salary as an annual amount, the Company does not intend to create a contract of employment or otherwise alter the "at-will" status of your employment.

Vacation: You will be eligible for vacation, prorated for the remainder of the year, as well as defined fixed and floating holidays that are established by the Company. Future increases to vacation entitlement will be in accordance with the prevailing Company vacation policy.

Orientation: The Company hosts New Hire Orientation at each location. Additional details will follow prior to your start date.

Benefits: You will be eligible to participate in the Company's Benefit Plans for Salaried Employees

including life insurance, medical, dental and vision plans, short-term and long-term disability programs, savings and retirement plans. Details of our various plans will be provided to you in your new hire packet and during your orientation.

Employment Eligibility Verification: Please understand that your employment with the Company is contingent upon your submission of the appropriate documents that support your legal right to work in the United States as articulated under the Immigration Reform and Control Act of 1986. The "Employment Eligibility Verification" form (I-9) must be completed on your first day of employment. Please bring the necessary documents with you to satisfy these requirements. A list of acceptable documents is enclosed. Such documents must be submitted no later than the third day of your new assignment with us.

Pre-Employment Screening: As a matter of policy, employment is contingent upon successful completion of the pre-employment screening process which includes a drug test and background check.

Drug Screening: To comply with the Company's drug policy, you are required to be tested after accepting this offer. You receive an email from our provider, Accurate Background, to schedule your drug test. In some cases, this may appear in your inbox, spam or junk folder depending on your email provider. You will have 48 hours from receipt of the email to schedule your test and another 48 hours to take it. If you have any questions on this drug testing process, contact Accurate Background at (800) 784-3911 x719.

Criminal, Identity, Education and Employment Verification: In order to provide a safe working environment, we will also be running a criminal background check, verifying your identity, as well as confirming the information you have provided concerning prior employment and education.

As a matter of policy, we rely on the information contained in your resume and other information shared with us. Any falsification of such information or failure to satisfactorily pass our pre-employment screening process referred to above may result in revocation of this offer and/or dismissal for cause.

The above terms generally describe our current policies, programs and perquisites and plans, the specific terms of which govern and supersede any terms in this letter. Management reserves the right to improve, change or delete those policies, programs and perquisites and plans at any time. The Company is an Equal Opportunity Employer.

Please do not hesitate to call me at 404-753-2183 7536105 if you have any questions. It's a great time to be a part of Dr Pepper Snapple Group, so welcome aboard!

Sincerely,

Kattie Harvey
Dr Pepper Snapple Group
404-753-2183 7536105
KATTIE.HARVEY@DPSG.COM

Agreed and Accepted by:

Julio Ulloa

Date

All Company plans and policies are subject to change at the Company's discretion. All plans described in this offer letter are governed by their respective plan documents.

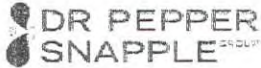
EXHIBIT B

EPAYPLUS | My Other Sites | My Other Solutions

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Main Menu

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Direct Deposit

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Pay Stub: 04/27/2018 - Regular ▼

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The American Bottling Company
5301 Legacy Dr.
Plano, TX 75024-3109
1-866-602-3774

Said M Aly
31-45 Crescent St Apt 1a
Astoria, NY 11106

Personnel Number 02064312 Salary

Pay Advice # 0206431200125
Period Begin Date 04/14/2018
Period End Date 04/27/2018
Pay Frequency Bi-weekly

Expand All Collapse All

Taxes	State Codes	Marital Status	Allowances	Additional Amounts
Federal		Single	0	
Primary State	NY	Single	0	
Secondary State			0	
Local			0	

Messages

Welcome to ePayPlus

Earnings	Hours	This Period	YTD
Regular Salary	80.00	1,457.08	12,962.94
Auto Allowance		0.00	1,290.00
Total Earnings :		\$1,457.08	\$14,252.94
Pre-Tax		This Period	YTD
SIP Pre-tax		407.98	3,428.64
Total Pre-Tax :		\$407.98	\$3,428.64
Taxes		This Period	YTD
Fed Withholding Tax		101.49	1,176.98
Social Security Tax		90.34	883.68
Medicare Tax		21.13	206.67
NY Withholding Tax		36.64	415.78
NY SDI		1.20	10.80
NY/487		\$1.84	\$17.96
Total Taxes :		\$252.64	\$2,711.87
After-Tax		This Period	YTD
Total After-Tax :		\$0.00	\$0.00
Net Pay		This Period	YTD
Total Net Pay :		\$796.46	\$8,112.43

Summary	Earnings	Less Pre-Tax	Taxable Wages	Less Taxes	Equals Net Pay
This Period	\$1,457.08	\$407.98	\$1,049.10	\$252.64	\$796.46
YTD	\$14,252.94	\$3,428.64	\$10,824.30	\$2,711.87	\$8,112.43

Pay Distribution List

Description	Type	Amount	Account #	Bank
Direct deposit 1	Checking or Money Market	\$796.46	<...4665>	Capital One, National Association

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Pay Date: 04/13/2018 - Regular ▼

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The American Bottling Company
5301 Legacy Dr.
Piano, TX 75024-3109
1-866-602-3774

Said M Aly
31-45 Crescent St Apt 1a
Astoria, NY 11106

Personnel Number 02064312 Salary

Pay Advice # 0206431200124
Period Begin Date 03/31/2018
Period End Date 04/13/2018
Pay Frequency Bi-weekly

Expand All Collapse All

Taxes	State Codes	Marital Status	Allowances	Additional Amounts
Federal		Single	0	
Primary State	NY	Single	0	
Secondary State			0	
Local			0	

Messages

Welcome to ePayPlus

Earnings

	Hours	This Period	YTD
Regular Salary	80.00	1,457.08	11,505.86
Auto Allowance		0.00	1,290.00
Total Earnings :		\$1,457.08	\$12,795.86

Pre-Tax

	This Period	YTD
SIP Pre-tax	407.98	3,020.66
Total Pre-Tax :	\$407.98	\$3,020.66

Taxes

	This Period	YTD
Fed Withholding Tax	101.49	1,075.49
Social Security Tax	90.34	793.34
Medicare Tax	21.13	185.54
NY Withholding Tax	36.64	379.14
NY SDI	1.20	9.60
NY/457	\$1.82	\$16.12
Total Taxes :	\$252.62	\$2,459.23

After-Tax

	This Period	YTD
Total After-Tax :	\$0.00	\$0.00
Net Pay	This Period	YTD
Total Net Pay :	\$796.48	\$7,315.97

Summary	Earnings	Less Pre-Tax	Taxable Wages	Less Taxes	Equals Net Pay
This Period	\$1,457.08	\$407.98	\$1,049.10	\$252.62	\$796.48
YTD	\$12,795.86	\$3,020.66	\$9,775.20	\$2,459.23	\$7,315.97

Pay Distribution List

Description	Type	Amount	Account #	Bank
Direct deposit 1	Checking or Money Market	\$796.48	<...4665>	Capital One, National Association

< Previous PayStub

Next PayStub >

CO Emp1 ID 000814-000814
PCSDTA 002054312**Earnings Statement**

10BS BSSa1

Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Page 001 of 001

Period Beg/End: 01/06/2018 - 01/19/2018
Advice Date: 01/19/2018
Advice Number: 0643120118
Batch Number: 000000000208Federal Single 00
New York Single 00SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	2,871.08
Auto Allowance			210.00	480.00
Gross Pay	80.00		1,645.54	3,351.08

TAXES

Federal Withholding Tax	159.64	328.28
Social Security Tax	102.03	207.77
Medicare Tax	23.86	48.59
New York Withholding Tax	50.50	104.79
New York Disability Tax	1.20	2.40
New York Family Leave Insura	2.08	4.23

Other Benefits and Information**PRE-TAX DEDUCTIONS**

Information	This Period	Year-to-Date
401k Pre Tax	373.24	746.48
Total Pre-Tax	373.24	746.48
Total After-Tax	0.00	0.00
Total Taxes	339.31	696.06
Net Pay	932.99	1,908.54
NORTH FORK BANK	932.99	XXXXXX4665

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VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Advice Number: 0643120118

Advice Date: 01/19/2018

Deposited to the account of
SAID M ALYAccount Number
Checking XXXXXX4665Transit ABA
XXXXX7912Amount
932.99**THIS IS NOT A CHECK****NON-NEGOTIABLE**



CO Empl ID 000820-000820
PCSDTA 002064312
10BS BSSa1
Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Earnings Statement

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Period Beg/End: 12/23/2017 - 01/05/2018
Advice Date: 01/05/2018
Advice Number: 0643120117
Batch Number: 000000000206

Federal Single 00
New York Single 00

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	1,435.54
Auto Allowance			270.00	270.00
Gross Pay	80.00		1,705.54	1,705.54

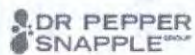
TAXES

Federal Withholding Tax	168.64	168.64
Social Security Tax	105.74	105.74
Medicare Tax	24.73	24.73
New York Withholding Tax	54.29	54.29
New York Disability Tax	1.20	1.20
New York Family Leave Insura	2.15	2.15

Other Benefits and Information

Information	This Period	Year-to-Date
PRE-TAX DEDUCTIONS		
401k Pre Tax	373.24	373.24
Total Pre-Tax	373.24	373.24
Total After-Tax	0.00	0.00
Total Taxes	356.75	356.75
Net Pay	975.55	975.55
NORTH FORK BANK	975.55	XXXXXX4665

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM



Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Advice Number: 0643120117

Advice Date: 01/05/2018

Deposited to the account of	Account Number	Transit	ABA	Amount
SAID M ALY	XXXXXX4665	XXXXX7912		975.55

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO Emp1 ID 000828-000828
PCSDTA 002064312



10BS BSSa1

Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Federal	Single	00
New York	Single	00

Basis of Pay: Salary

Earnings Statement

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Period Beg/End: 12/09/2017 - 12/22/2017
Advice Date: 12/22/2017
Advice Number: 0643120116
Batch Number: 000000000204

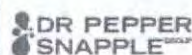
SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary		80.00	1,435.54	37,175.50
Operational Incentiv				153.00
Auto Allowance			270.00	6,510.00
Gross Pay		80.00	1,705.54	43,838.50
TAXES				
Federal Withholding tax			168.64	4350.13
Social Security Tax			105.75	2717.99
Medicare tax			24.73	635.66
New York Withholding tax			54.56	1401.38
New York Disability Tax			1.20	31.20

Other Benefits and Information	This Period	Year-to-Date
PRE-TAX DEDUCTIONS		
401k Pre Tax	373.24	9467.64
Total Pre-Tax	373.24	9,467.64
Total After-Tax	0.00	0.00
Total Taxes	354.88	9,136.36
Net Pay	977.42	25,234.50
NORTH FORK BANK	977.42	XXXXXX4665

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TEAM HERE

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Advice Number: 0643120116

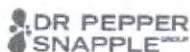
Advice Date: 12/22/2017

Deposited to the account of
SAID M ALY

	Account Number	Transit ABA	Amount
Checking	XXXXXX4665	XXXXX7912	977.42

Transit ABA	Amount
XXX X7912	977.42

002-3774		Advice Date:		12/22/2017	
Account Number		Transit ABA		Amount	
Checking	XXXXXX4665	XXXXX7912		977.42	



CO Emp1 ID 000826-000826
PCSD1A 002064312
10BS BSSal
Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Earnings Statement

Page 001 of 001
Period Beg/End: 11/25/2017 - 12/08/2017
Advice Date: 12/08/2017
Advice Number: 0643120115
Batch Number: 000000000202

Federal Single 00
New York Single 00

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	35,739.96
Operational Incentiv				153.00
Auto Allowance			270.00	6,240.00
Gross Pay	80.00		1,705.54	42,132.96

TAXES

Federal Withholding Tax	168.64	4181.49
Social Security Tax	105.74	2612.24
Medicare Tax	24.73	610.93
New York Withholding Tax	54.56	1346.82
New York Disability Tax	1.20	30.00

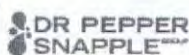
Other Benefits and Information	This Period	Year-to-Date
PRE-TAX DEDUCTIONS		
401k Pre Tax	373.24	9094.40
Total Pre-Tax	373.24	9,094.40
Total After-tax	0.00	0.00
Total Taxes	354.87	8,781.48
Net Pay	977.43	24,257.08
NORTH FORK BANK	977.43	XXXXXX4665

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Advice Number: 0643120115

Advice Date: 12/08/2017

Deposited to the account of
SAID M ALY

Account Number
Checking XXXXXX4665

Transit ABA
XXXXX7912 Amount
977.43

THIS IS NOT A CHECK
NON-NEGOTIABLE



CO Emp ID 000339-000339
PCSDIA 002064312

10BS BSSa1

Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Earnings Statement

Page 001 of 001

Period Beg/End: 11/11/2017 - 11/24/2017
Advice Date: 11/22/2017
Advice Number: 0643120114
Batch Number: 000000000199

Federal Single 00
New York Single 00

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	34,304.42
Operational Incentiv				153.00
Auto Allowance			270.00	5,970.00
Gross Pay	80.00		1,705.54	40,427.42
TAXES				
Federal Withholding Tax			168.64	4012.85
Social Security Tax			105.74	2506.50
Medicare Tax			24.73	586.20
New York Withholding Tax			54.56	1292.26
New York Disability Tax			1.20	28.80

Other Benefits and Information	This Period	Year-to-Date
PRE-TAX DEDUCTIONS		
401k Pre Tax	373.24	8721.16
Total Pre-Tax	373.24	8,721.16
Total After-Tax	0.00	0.00
Total Taxes	354.87	8,426.61
Net Pay	977.43	23,279.65
NORTH FORK BANK	977.43	XXXXXX4665

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

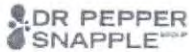
Advice Number: 0643120114

Advice Date: 11/22/2017

Deposited to the account of	Account Number	Transit	ABA	Amount
SAID M ALY	XXXXXX4665	XXXXX7912		977.43

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CO Emp1 ID 000827-000827
PCSDTA 002064312

10BS BSSal

Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Earnings Statement

Page 001 of 001

Period Beg/End: 10/28/2017 - 11/10/2017
Advice Date: 11/10/2017
Advice Number: 0643120113
Batch Number: 000000000197

Federal Single 00
New York Single 00

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	32,868.88
Operational Incentiv				153.00
Auto Allowance			270.00	5,700.00
Gross Pay	80.00		1,705.54	38,721.88

TAXES

Federal Withholding Tax	168.64	3844.21
Social Security Tax	105.75	2400.76
Medicare Tax	24.73	561.47
New York Withholding Tax	54.56	1237.70
New York Disability Tax	1.20	27.60

Other Benefits and Information

Information	This Period	Year-to-Date
PRE-TAX DEDUCTIONS		
401k Pre Tax	373.24	8347.92
Total Pre-Tax	373.24	8,347.92
Total After-Tax	0.00	0.00
Total Taxes	354.88	8,071.74
Net Pay	977.42	22,302.22
NORTH FORK BANK	977.42	XXXXXX4665

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Advice Number: 0643120113

Advice Date: 11/10/2017

Deposited to the account of	Account Number	Transit	ABA	Amount
SAID M ALY	XXXXXX4665	XXXXXX7912		977.42

THIS IS NOT A CHECK

NON-NEGOTIABLE



CO Emp ID 000827-000827
PCSDTA 002064312

10BS BSSa1

Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Earnings Statement

Page 001 of 001

Period Beg/End: 10/14/2017 - 10/27/2017
Advice Date: 10/27/2017
Advice Number: 0643120112
Batch Number: 000000000195

Federal Single 00
New York Single 00

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	31,433.34
Operational Incentiv				153.00
Auto Allowance			270.00	5,430.00
Gross Pay	80.00		1,705.54	37,016.34
TAXES				
Federal Withholding Tax			168.64	3675.57
Social Security Tax			105.74	2295.01
Medicare Tax			24.73	536.74
New York Withholding Tax			54.56	1183.14
New York Disability Tax			1.20	26.40

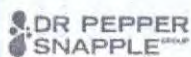
Other Benefits and Information	This Period	Year-to-Date
PRE-TAX DEDUCTIONS		
401k Pre Tax	373.24	7974.68
Total Pre-Tax	373.24	7,974.68
Total After-Tax	0.00	0.00
Total Taxes	354.87	7,716.86
Net Pay	977.43	21,324.80
NORTH FORK BANK	977.43	XXXXXX4665

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Advice Number: 0643120112

Advice Date: 10/27/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	XXXXXX4665	XXXXX7912	977.43

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CO FILE# 000828-000828
PCSDTA 002064312
10BS BSSa1
Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Earnings Statement

Page 001 of 001

Period Beg/End: 09/30/2017 - 10/13/2017
Advice Date: 10/13/2017
Advice Number: 0643120111
Batch Number: 000000000193

Federal Single 00
New York Single 00

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	29,997.80
Operational Incentiv				153.00
Auto Allowance			240.00	5,160.00
Gross Pay	80.00		1,675.54	35,310.80
TAXES				
Federal Withholding Tax			164.14	3506.93
Social Security Tax			103.88	2189.27
Medicare Tax			24.30	512.01
New York Withholding Tax			52.63	1128.58
New York Disability Tax			1.20	25.20

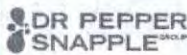
Other Benefits and Information	This Period	Year-to-Date
PRE-TAX DEDUCTIONS		
401k Pre Tax	373.24	7601.44
Total Pre-Tax	373.24	7,601.44
Total After-Tax	0.00	0.00
Total Taxes	346.15	7,361.99
Net Pay	956.15	20,347.37
NORTH FORK BANK	956.15	XXXXXX4665

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Advice Number: 0643120111

Advice Date: 10/13/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	XXXXXX4665	XXXXXX7912	956.15

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CO FILE# 000828-000828
PCSDTA 002064312

10BS BSSa1

Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Federal Single 00
New York Single 00

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	27,126.72
Operational Incentiv			73.00	153.00
Auto Allowance			300.00	4,680.00
Gross Pay	80.00		1,808.54	31,959.72
TAXES				
Federal Withholding Tax			184.09	3178.65
Social Security Tax			112.13	1981.50
Medicare Tax			26.23	463.42
New York Withholding Tax			61.21	1023.32
New York Disability Tax			1.20	22.80

Earnings Statement

Page 001 of 001

Period Beg/End: 09/02/2017 - 09/15/2017
Advice Date: 09/15/2017
Advice Number: 0643120109
Batch Number: 000000000189

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

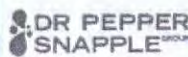
Other Benefits and Information	This Period	Year-to-Date
PRE-TAX DEDUCTIONS		
401k Pre Tax	373.24	6854.96
Total Pre-Tax	373.24	6,854.96
Total After-Tax	0.00	0.00
Total Taxes	384.86	6,669.69
Net Pay	1,050.44	18,435.07
NORTH FORK BANK	1,050.44	XXXXXX4665

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
5301 Legacy Dr
Plano, TX 75024

Advice Number: 0643120109

Advice Date: 09/15/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	XXXXXX4665	XXXXX7912	1050.44

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CD FILE# 000834-000834
PCSDTA 002064312

IOBS BSSa1

Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
P.O. Box 869007
Plano TX 75086-9077

Earnings Statement

Page 001 of 001

Period Beg/End: 06/24/2017 - 07/07/2017
Advice Date: 07/07/2017
Advice Number: 0643120103
Batch Number: 000000000179

Federal Single 00
New York Single 00

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	19,949.02
Auto Allowance			240.00	3,270.00
Gross Pay	80.00		1,675.54	23,219.02

TAXES

Federal Withholding Tax	164.14	2298.07
Social Security Tax	103.88	1439.58
Medicare Tax	24.30	336.68
New York Withholding Tax	52.63	736.76
New York Disability Tax	1.20	16.80

Other Benefits and Information

PRE-TAX DEDUCTIONS

Information	This Period	Year-to-Date
401k Pre Tax	373.24	4988.76
Total Pre-Tax	373.24	4,988.76
Total After-Tax	0.00	0.00
Total Taxes	346.15	4,827.89
Net Pay	956.15	13,402.37
NORTH FORK BANK	956.15	XXXXXX4665

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM



Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
P.O. Box 869007
Plano TX 75086-9077

Advice Number: 0643120103

Advice Date: 07/07/2017

Deposited to the account of	Account Number	Transit-ABA	Amount
SAID M ALY	XXXXXX4665	XXXXXX7912	956.15

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CO FILE#
PCSDTA 002064312

000825-000825

10BS BSSa1

Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
P.O. Box 869007
Plano TX 75086-9077

Earnings Statement

Page 001 of 001

Period Beg/End: 06/10/2017 - 06/23/2017
Advice Date: 06/23/2017
Advice Number: 0643120102
Batch Number: 000000000177Federal Single 00
New York Single 00SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	18,513.48
Auto Allowance			240.00	3,030.00
Gross Pay	80.00		1,675.54	21,543.48

TAXES

Federal Withholding Tax	164.14	2133.93
Social Security Tax	103.89	1335.70
Medicare Tax	24.29	312.38
New York Withholding Tax	52.63	684.13
New York Disability Tax	1.20	15.60

Other Benefits and Information

PRE-TAX DEDUCTIONS

Information	This Period	Year-to-Date
401k Pre Tax	373.24	4615.52
Total Pre-Tax	373.24	4,615.52
Total After-Tax	0.00	0.00
Total Taxes	346.15	4,481.74
Net Pay	956.15	12,446.22
NORTH FORK BANK	956.15	XXXXXX4665

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
P.O. Box 869007
Plano TX 75086-9077

Advice Number: 0643120102

Advice Date: 06/23/2017

Deposited to the account of
SAID M ALYAccount Number
Checking XXXXXX4665Transit ABA
XXXXX7912Amount
956.15THIS IS NOT A CHECK
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CO FILE# 000825-000825
PCSDTA 002064312
10BS BSSa1
Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
P.O. Box 869007
Plano TX 75086-9077

Earnings Statement

Page 001 of 001

Period Beg/End: 05/27/2017 - 06/09/2017
Advice Date: 06/09/2017
Advice Number: 0643120101
Batch Number: 000000000175

Federal Single 00
New York Single 00

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	17,077.94
Auto Allowance			240.00	2,790.00
Gross Pay	80.00		1,675.54	19,867.94

TAXES

Federal Withholding Tax	164.14	1969.79
Social Security Tax	103.88	1231.81
Medicare Tax	24.30	288.09
New York Withholding Tax	52.63	631.50
New York Disability Tax	1.20	14.40

Other Benefits and Information

Information	This Period	Year-to-Date
PRE-TAX DEDUCTIONS		
401k Pre Tax	373.24	4242.28
Total Pre-Tax	373.24	4,242.28
Total After-Tax	0.00	0.00
Total Taxes	346.15	4,135.59
Net Pay	956.15	11,490.07
NORTH FORK BANK	956.15	XXXXXX4665

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
P.O. Box 869007
Plano TX 75086-9077

Advice Number: 0643120101

Advice Date: 06/09/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	XXXXXX4665	XXXXXX7912	956.15

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CD FILE# 000822-000822
PCSDTA 002064312
10BS BSSa1
Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
P.O. Box 869007
Plano TX 75086-9077

Earnings Statement

Page 001 of 001

Period Beg/End: 05/13/2017 - 05/26/2017
Advice Date: 05/26/2017
Advice Number: 0643120100
Batch Number: 000000000173

Federal Single 00
New York Single 00

SAID M ALY
31-45 CRESCENT ST APT 1A
ASTORIA NY 11106

Basis of Pay: Salary

Earnings	Rate	Hours	This Period	Year-to-Date
Regular Salary	80.00		1,435.54	15,642.40
Auto Allowance			240.00	2,550.00
Gross Pay	80.00		1,675.54	18,192.40

TAXES

Federal Withholding Tax	164.14	1805.65
Social Security Tax	103.88	1127.93
Medicare Tax	24.30	263.79
New York Withholding Tax	52.63	578.87
New York Disability Tax	1.20	13.20

Other Benefits and Information

PRE-TAX DEDUCTIONS

Information	This Period	Year-to-Date
401k Pre Tax	373.24	3869.04
Total Pre-Tax	373.24	3,869.04
Total After-Tax	0.00	0.00
Total Taxes	346.15	3,789.44
Net Pay	956.15	10,533.92
NORTH FORK BANK	956.15	XXXXXX4665

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Dr Pepper/Seven Up Inc.
for The American Bottling Company
Payroll Account, Ph:(866) 602-3774
P.O. Box 869007
Plano TX 75086-9077

Advice Number: 0643120100

Advice Date: 05/26/2017

Deposited to the account of	Account Number	Transit ABA	Amount
SAID M ALY	XXXXXX4665	XXXXX7912	956.15

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT C

Name: Saic

Age: 61

Date of Birth: 1/16/

Date of Visit: 4/25/

Visit ID: Qb37028

Medical Record Number: 341

Room and Bed: Results Reception 35/F

Mount Sinai Hospital of Queens

Emergency Department

25-10 30th Avenue

Astoria, NY 11102

ED Phone: (718) 932-1000

Ugo Ezenkwere, MD
ED Medical Director

April 25, 2018

Mary Godineaux, RN
ED Nursing Director

Patient: Said Aly
Date of Birth: 1/16/1957
Date of Visit: 4/25/2018

To Whom It May Concern:

Said Aly was seen and treated in our emergency department on 4/25/2018. Please excuse the absence. He may return on 4/28/2018.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,

Pierre Sylvain PA





AFTER VISIT SUMMARY

Said Aly MRN: 3419671

4/25/2018 Emergency Dept Queens 718-267-4285

Instructions

Your personalized instructions can be found at the end of this document.

Today's Visit

You were seen by Jeffrey L Levine, MD

Reason for Visit

Knee Pain

Diagnosis

Contusion of right knee, initial encounter

Medications Given

ketorolac tromethamine (TORADOL) last given at 5:28 PM

What's Next

You currently have no upcoming appointments scheduled.

You were seen by Jeffrey Levine, MD and Pierre Sylvain, PA.

ED Follow Up Instructions

Please follow up with your Primary Care Provider.

Please call Family Health Associates at 718-808-7300 or 718-267-5956 to schedule an appointment. Clinic Hours: Monday to Friday 8am to 7pm. They are located at 31-60 21st St. Astoria, NY 11106

Orthopedic Surgeon: *Stephen Johnstone, MD - 718-808-7777 25-20 30th Avenue 5th Floor LIC, NY 11102, *Stephen Johnstone, MD - 718-879-1600 37-22 82nd Street Jackson Heights, NY 11372, †Edward Yang, MD - 718-808-7777 25-20 30th Avenue 5th Floor LIC, NY 11102

In: 1 week

Follow up

Instructions:

Imaging Results Pending

The imaging you received today was a preliminary interpretation - we will try to notify you if there is any change in the interpretation, on final review. We need your most up-to-date contact information, to be able to notify you.

Changes to Your Medication List

You have not been prescribed any medications.

EXHIBIT D

Welcome, Sa1aly@Hotmail.Com



Call History

Lycamobile Number: 16463440138

Viewing Calls in:

May 2018

Type of Call	Called Number	Date	Duration	Cost in \$	Bundle
VOICE	16463440138	5/22/2018, 3:55:39 PM	0:12:15	0	ULB01
VOICE	15514973514	5/22/2018, 3:51:37 PM	0:00:42	0	ULB01
VOICE	13472386804	5/22/2018, 3:50:24 PM	0:01:08	0	ULB01
VOICE	19176602374	5/22/2018, 3:47:36 PM	0:01:41	0	ULB01
VOICE	18662773221	5/22/2018, 3:37:41 PM	0:04:39	0	ULB01
VOICE	1611	5/22/2018, 3:30:08 PM	0:02:17	0	ULB01
VOICE	16463440138	5/22/2018, 3:13:07 PM	0:11:12	0	ULB01
VOICE	15514973514	5/22/2018, 3:07:50 PM	0:00:00	0	ULB01
VOICE	15514973514	5/22/2018, 3:07:37 PM	0:00:37	0	ULB01
CHAT ONLINE					

VOIP PLANS

5/22/2018

<https://www.lycamobile.us/callhistory>

Type of Call	Called Number	Date	Duration	Cost in \$	Bundle
VOICE	16463440138	5/1/2018, 11:48:44 AM	0:21:24	0	ULB01
VOICE	16463440138	5/1/2018, 11:48:10 AM	0:00:29	0	ULB01
VOICE	16463440138	5/1/2018, 11:41:59 AM	0:02:04	0	ULB01
VOICE	13473364278	5/1/2018, 11:09:55 AM	0:00:16	0	ULB01
VOICE	13473364278	5/1/2018, 11:04:28 AM	0:00:29	0	ULB01
VOICE	16463440138	5/1/2018, 11:02:14 AM	0:00:51	0	ULB01
VOICE	121	5/1/2018, 10:55:29 AM	0:00:05	0	ULB01
VOICE	121	5/1/2018, 10:50:20 AM	0:00:53	0	ULB01
VOICE	13473364278	5/1/2018, 10:48:00 AM	0:02:06	0	ULB01
VOICE	18453011610	5/1/2018, 10:43:53 AM	0:00:26	0	ULB01
VOICE	16463440138	5/1/2018, 10:43:53 AM	0:00:38	0	ULB01
VOICE	18453011610	5/1/2018, 10:42:11 AM	0:00:17	0	ULB01
VOICE	16463440138	5/1/2018, 10:42:11 AM	0:00:16	0	ULB01
VOICE	13473364278	5/1/2018, 10:41:08 AM	0:00:12	0	ULB01
VOICE	17186262699	5/1/2018, 9:08:03 AM	0:00:37	0	ULB01
VOICE	17186267730	5/1/2018, 9:04:52 AM	0:03:00	0	ULB01
VOICE	^{Cell #} 17325583941	5/1/2018, 8:52:57 AM	0:03:33	0	ULB01
VOICE	18666989846	5/1/2018, 8:37:57 AM	0:01:32	0	ULB01
VOICE	16463440138	5/1/2018, 7:54:54 AM	0:07:21	0	ULB01
VOICE	13472312135	5/1/2018, 7:44:18 AM	0:00:00	0	ULB01

Reporting
- Incident

SHOP PLANS

CHAT ONLINE

5/22/2018

<https://www.lycamobile.us/callhistory>

Type of Call	Called Number	Date	Duration	Cost in \$	Bundle
DATA		5/3/2018, 11:47:39 AM	1:57:55	0	0
DATA		5/3/2018, 11:47:39 AM	1:57:55	0	0
VOICE	13478653529	5/3/2018, 11:39:39 AM	0:08:12	0	ULB01
DATA		5/3/2018, 11:26:56 AM	0:12:31	0	0
VOICE	16463440138	5/3/2018, 11:25:42 AM	0:01:24	0	ULB01
DATA		5/3/2018, 10:54:13 AM	0:31:31	0	0
VOICE	17186267730	5/3/2018, 10:51:09 AM	0:03:04	0	ULB01
DATA		5/3/2018, 10:45:32 AM	0:05:45	0	0
VOICE	17186267730	5/3/2018, 10:44:40 AM	0:00:50	0	ULB01
DATA		5/3/2018, 10:43:59 AM	0:00:50	0	0
— VOICE	HE # 19084149863	5/3/2018, 10:43:14 AM	0:01:16	0	ULB01 — suspended
DATA		5/3/2018, 10:40:01 AM	0:02:53	0	0
— VOICE	HE # 19084149863	5/3/2018, 10:39:58 AM	0:00:00	0	ULB01 —
DATA		5/3/2018, 10:39:37 AM	0:00:23	0	0
— VOICE	HE # 19084149863	5/3/2018, 10:39:27 AM	0:00:10	0	ULB01 —
DATA		5/3/2018, 10:38:48 AM	0:00:48	0	0
VOICE	12014638850	5/3/2018, 10:33:03 AM	0:05:58	0	ULB01
DATA		5/3/2018, 9:08:15 AM	1:24:44	0	0
DATA		5/3/2018, 9:08:15 AM	1:24:44	0	0
DATA		5/3/2018, 7:08:15 AM	2:00:00	0	0

SHOP PLANS

CHAT ONLINE

5/22/2018

<https://www.lycamobile.us/callhistory>

Type of Call	Called Number	Date	Duration	Cost in \$	Bundle
DATA		5/7/2018, 10:29:52 PM	0:35:29	0	0
DATA		5/7/2018, 8:20:24 PM	2:01:03	0	0
VOICE	16463440138	5/7/2018, 7:35:20 PM	0:45:16	0	ULB01
DATA		5/7/2018, 7:01:46 PM	0:33:35	0	0
VOICE	16463440138	5/7/2018, 6:57:14 PM	0:04:40	0	ULB01
DATA		5/7/2018, 5:26:13 PM	1:31:02	0	0
VOICE	16463440138	5/7/2018, 5:24:57 PM	0:01:28	0	ULB01
VOICE	16464277699	5/7/2018, 5:24:01 PM	0:00:00	0	ULB01
DATA		5/7/2018, 5:11:43 PM	0:12:30	0	0
VOICE	16463440138	5/7/2018, 5:11:16 PM	0:00:41	0	ULB01
DATA		5/7/2018, 4:49:36 PM	0:21:40	0	0
VOICE	16463440138	5/7/2018, 4:49:24 PM	0:00:25	0	ULB01
VOICE	16463440138	5/7/2018, 4:26:42 PM	0:00:50	0	ULB01
VOICE	16463440138	5/7/2018, 3:58:19 PM	0:00:25	0	ULB01
VOICE	18666989846	5/7/2018, 3:49:11 PM	0:03:17	0	ULB01
— VOICE	17328157871	5/7/2018, 3:44:07 PM	0:03:00	0	ULB01 -fired.
— VOICE	17325583941	5/7/2018, 3:43:46 PM	0:00:17	0	ULB01 -fired.
VOICE	16463440138	5/7/2018, 3:38:04 PM	0:01:45	0	ULB01
VOICE	16463440138	5/7/2018, 3:33:54 PM	0:03:41	0	ULB01
VOICE	17185065790	5/7/2018, 3:19:36 PM	0:00:00	0	ULB01

SHOP PLANS

CHAT ONLINE

EXHIBIT E



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
For General Information: (800) 669-4000
TTY: (800)-669-6820
District Office: (212) 336-3630
General FAX: (212) 336-3625

Mr. Said M. Aly
31-45 Crescent Street, Apt. 1A
Astoria, NY 11106

Re: Said Aly v. The American Bottling Company
EEOC Charge No.: 520- 2018 - 05093

Dear Mr. Aly:

We have received your request for a Notice of Right(s) to Sue through your attorney. Further investigation which could include, interviews of Charging Party and Respondent's officials, along with document retrieval will not be concluded within 180 days. Enclosed is the Notice of Right(s) to Sue for the file.

On behalf of the Commission,

A handwritten signature in cursive script, appearing to read "Kevin J. Berry", is written over a horizontal line.

Dey
Kevin J. Berry,
District Director

July 31, 2018

Dated

Attn.: Ariadne Panagopoulou, Esq.
Pardalis & Nohavicka, LLP
950 Third Avenue, 25th Floor
New York, NY 10022

Attn.: Director of Human Resources
The American Bottling Company
111 Eight Avenue
New York, NY 10011

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: Mr. Said Aly
31-45 Crescent Street, Apt. 1-A
Astoria, NY 11106

From: New York District Office
33 Whitehall Street
5th Floor
New York, NY 10004



On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

520-2018-05093

D. Young,
Investigator

(212) 336-3758

(See also the additional information enclosed with this form.)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA **must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)



More than 180 days have passed since the filing of this charge.



Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.



The EEOC is terminating its processing of this charge.



The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, **the paragraph marked below applies to your case:**



The EEOC is closing your case. Therefore, your lawsuit under the ADEA **must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice**. Otherwise, your right to sue based on the above-numbered charge will be lost.

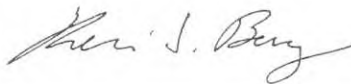


The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible**.

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission



Dey

July 31, 2018

Enclosures(s)

Kevin J. Berry,
District Director

(Date Mailed)

Attn.: Director of Human Resources
THE AMERICAN BOTTLING COMPANY
401 N Railroad Ave
Northlake, IL 60164

Attn.: Ariadne Panagopoulou, Esq.
PARDALIS & NOHAVICKA, LLP
950 Third Avenue, 25th Floor
New York, NY 10022



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
For General Information: (800) 669-4000
TTY: (800)-669-6820
District Office: (212) 336-3630
General FAX: (212) 336-3625

Mr. Said M. Aly
31-45 Crescent Street, Apt. 1A
Astoria, NY 11106

Re: Said Aly v. Dr. Pepper Snapple Group, Inc.
EEOC Charge No.: 520- 2018 - 04671

Dear Mr. Aly:

We have received your request for a Notice of Right(s) to Sue through your attorney. Further investigation which could include, interviews of Charging Party and Respondent's officials, along with document retrieval will not be concluded within 180 days. Enclosed is the Notice of Right(s) to Sue for the file.

On behalf of the Commission,

A handwritten signature in cursive script, appearing to read "Kevin J. Berry", is written over a horizontal line.

Kevin J. Berry,
District Director

July 30, 2018

Dated

Attn.: Ariadne Panagopoulou, Esq.
Pardalis & Nohavicka, LLP
950 Third Avenue, 25th Floor
New York, NY 10022

Attn.: Mr. Jim Baldwin,
Executive VP And Gen. Counsel
DR. PEPPER AND SNAPPLE
5301 Legacy Drive
Plano, TX 75024

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: **Mr. Said Aly**
31-45 Crescent Street, Apt. 1-A
Astoria, NY 11106

From: **New York District Office**
33 Whitehall Street
5th Floor
New York, NY 10004

☐

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

520-2018-04671

D. Young,
Investigator

(212) 336-3758

(See also the additional information enclosed with this form.)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA **must be filed in a federal or state court WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

☐

More than 180 days have passed since the filing of this charge.

☒

Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.

☒

The EEOC is terminating its processing of this charge.

☐

The EEOC will continue to process this charge.

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☐

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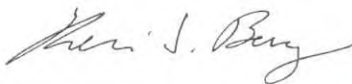
☐

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Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission



Dey

July 30, 2018

Enclosures(s)

Kevin J. Berry,
District Director

(Date Mailed)

C:

Attn.: Mr. James Baldwin,
Executive VP & General Counsel
DR PEPPER SNAPPLE GROUP INC.,
5301 Legacy Dr.
Plano, TX 75024

Attn.: Ariadne Panagopoulou, Esq.
Pardalis & Nohavicka, LLP
950 Third Avenue, 25th Floor,
New York, NY 11106